

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 01-21-76168
HUD# 07-21-6575-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

MYERS PROPERTIES, LLC
6550 Center Street
Des Moines, IA 50312-1037

ROBERTA L. MYERS REVOCABLE TRUST
6550 Center Street
Des Moines, IA 50312-1037

ROBERTA MYERS
6550 Center Street
Des Moines, IA 50312-1037

COMPLAINANT

MISTI VONEYE
4026 78th St
Urbandale, IA 50322-2525

and

IOWA CIVIL RIGHTS COMMISSION
400 East 14th Street
Des Moines, Iowa 50319

Description of the Parties: Complainant states she is a person with a disability who requires the use of an assistance animal. Complainant alleges Respondents attempted to charge a pet deposit and impose a weight limit on her assistance animal. The subject property is a house located at 4026 78th St, Urbandale, IA 50322.

Terms of Settlement: A complaint having been filed by Complainant against Respondents with the Commission under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Laws

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainants or any other person for filing a charge under the “Iowa Civil Rights

Act of 1965” (ICRA); or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under the ICRA; or because of lawful opposition to any practice forbidden by the ICRA. Iowa Code § 216.11(2).

2. Respondents acknowledge the ICRA and the Federal Fair Housing Act (FHA) makes it unlawful to discriminate in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status. Iowa Code § 216.8(1) (b), 42 U.S.C. 3604(b), 3604(f) (2) (§ 804 of the Fair Housing Act).
3. Respondents acknowledge the FHA and ICRA make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling and to the extent that the accommodation does not cause undue financial or administrative burden or fundamentally alter the nature of the provider’s operations. 42 U.S.C. 3604(f)(3)(b) (§ 804(f)(3)(b) of the Fair Housing Act); Iowa Code § 216.8A(3)(c)(2).
4. Respondents acknowledge the FHA and ICRA make it unlawful to discriminate against another person in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of a disability. 42 U.S.C. 3604(f)(3)(a) (§ 804(f)(2)(a) of the Fair Housing Act); Iowa Code § 216.8A(3)(b)(1).

Respondents acknowledge that the FHA and ICRA make it unlawful for any person to retaliate against another person in any of the rights protected against discrimination by this chapter because such person has lawfully opposed any practice forbidden under this chapter, obeys the provisions of this chapter, or has filed a complaint, testified, or assisted in any proceeding under this chapter. Iowa Code § 216.11(2).

5. Respondents acknowledge their obligation under the ICRA to allow assistance animals as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. See Iowa Code §§ 216.8B (2).

Assistance animals are often referred to as service animals, emotional support animals, therapy animals, companion animals or support animals. Under the FHA and ICRA, “assistance animals are not pets. They are animals that do work, perform tasks, assist, and/or provide therapeutic emotional support for individuals with disabilities.” *Assessing a Person’s Request to Have an Animal as a Reasonable Accommodation Under the Fair Housing Act*, U.S. Department of Housing and Urban Development, FHEO Notice: FHEO-2013-01, April 25, 2013; Iowa Code § 216.8B.

Assistance animals cannot be subjected to monthly pet fees since they are not considered pets under the FHA and ICRA. Iowa Code § 216.8B (2). Housing providers cannot require special tags, equipment, certification or special identification of assistance animals.

Housing providers may not limit the breed or size of a dog used as a service animal or support animal just because of the size or breed, but can limit based on specific issues with the animal's conduct because it poses a direct threat or a fundamental alteration. *Id.*

Voluntary and Full Settlement

6. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.
7. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in their complaint are not fully meritorious.
8. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.
9. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondent agrees the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

10. Because, pursuant to Iowa Code § 216.15A(2)(d), the Commission has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code § 22.13.

Release

11. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Training

- 12. Respondent Roberta Myers will receive training on the requirements of State and Federal Fair Housing Laws within 30 days of the date of the Closure Letter. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development. This includes a HUD produced video titled “The Basics of the Fair Housing Act” which can be accessed via YouTube at <https://www.youtube.com/watch?v=egXPe7HT7tc>.

Relief for Complainant

- 13. Respondents agree to reduce the monthly rent by \$100 on Complainant’s current lease starting in April 2021.
- 14. Respondents agree to allow Complainant to keep her assistance animal, Guiseppe, without payment of any pet deposit.

Reporting and Record-Keeping

- 14. Respondent Myers Properties, LLC shall forward to the Commission objective evidence of the successful completion of fair housing training in the form of a Certificate or a letter from the entity conducting the training or signed sworn statement from Respondent stating the time and location of their training and the entity that conducted the training, as evidence of compliance with Term 12 of this Agreement within ten (10) days of the completion of the training.

All required documentation of compliance must be submitted via email or U.S. Mail to:

Amy Quail
 Iowa Civil Rights Commission
 Grimes State Office Building
 400 East 14th Street
 Des Moines, Iowa 50319
 Amy.quail@iowa.gov
 Telephone: 515-725-1082

MYERS PROPERTIES, LLC, RESPONDENT

Date

ROBERTA MYERS, RESPONDENT

Date

ROBERTA L. MYERS REVOCABLE TRUST, RESPONDENT

Date

MISTI VONEYE, COMPLAINANT

Date

Charles A.D. Hill, INTERIM EXECUTIVE DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date